

EXHIBIT D

United States District Court for the District of Minnesota

If you purchased any Pork product in the United States from January 1, 2009, through April 2, 2021, a class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A new Settlement has been reached in a class action antitrust lawsuit filed on behalf of Indirect Purchaser Plaintiffs with Defendant Smithfield Foods, Inc. and related or affiliated entities (“Smithfield” or “Settling Defendant”). This Settlement only applies to Smithfield and does not dismiss claims against other Defendants in the case entitled *In re Pork Antitrust Litigation (Indirect Purchaser Actions)*, Case No. 0:18-cv-01776 (D. Minn.).
- If approved by the Court, the Settlement will resolve a lawsuit over whether Smithfield combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow Smithfield and other Pork producers to charge supra-competitive prices for Pork products during the Settlement Class Period, in violation of federal and state laws. If approved, the Settlement will avoid litigation costs and risks to Indirect Purchaser Plaintiffs and Smithfield and will release Smithfield from liability to members of the Settlement Class.
- The Settlement requires Smithfield to pay \$75,000,000. In addition to this monetary payment, Smithfield has agreed to certain injunctive relief and to provide specified cooperation in the Indirect Purchaser Plaintiffs’ continued prosecution of the litigation.
- The Court has not decided whether Smithfield did anything wrong, and Smithfield denies any wrongdoing.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

Your Legal Rights and Options in this Settlement	
File A Claim	The only way to be eligible to receive a payment. Submit a claim on the website www.overchargedforpork.com by June 30, 2023.
Ask to be Excluded	This is the only option that allows you ever to be part of any other lawsuit against Smithfield concerning the Released Claims (as defined in the Settlement Agreement). If you exclude yourself, you will not receive any benefits from the Settlement. Requests for Exclusion must be postmarked or received by [REDACTED], 2022.
Object	Write to the Court about why you don’t like the Settlement. Objections must be postmarked or received by [REDACTED], 2022.
Attend the Fairness Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	You will remain part of the Settlement, and you may participate in any monetary distribution to qualified purchasers. The Settlement will resolve your claims against Smithfield, and you will give up your rights to sue or continue suing Smithfield about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.

- Your options are explained in this notice. To ask to be excluded, you must act before [REDACTED], 2022.

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Basic Information

1. What is this lawsuit about?

This class action is called *In re Pork Antitrust Litigation (Indirect Purchaser Actions)*, Case No. 0:18-cv-01776 (D. Minn.), and is pending in the United States District Court for the District of Minnesota. U.S. District Court Judge John R. Tunheim is in charge of this class action.

Indirect Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Pork products, at least as early as January 1, 2009, with the intent and expected result of increasing prices of Pork products in the United States, in violation of federal and state consumer and antitrust laws.

The Defendants and co-conspirators named in Consumer Indirect Purchaser Plaintiffs' Second Amended Consolidated Class Action Complaint are producers of Pork products in the United States, as well as Agri Stats, Inc. In this notice, "Defendants" refers to JBS USA Food Company, JBS USA Food Company Holdings, Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation, Seaboard Foods LLC, Smithfield Foods, Inc., Triumph Foods, LLC, Tyson Foods, Inc., Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc., and Agri Stats, Inc.

Indirect Purchaser Plaintiffs previously reached a settlement with one Defendant, JBS. The Court granted final approval to the JBS settlement on September 14, 2022. Indirect Purchaser Plaintiffs have now reached a new proposed Settlement with Defendant Smithfield. Smithfield has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs' claims if the case against it were to proceed. The Indirect Purchasers' case is proceeding against all other Defendants besides JBS and Smithfield. Those other Defendants may be subject to separate settlements, judgments, or class certification orders. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

Smithfield has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs' claims if the case against it were to proceed.

2. What is a class action, and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims, all of whom together are a "class." Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

3. Why is there a Settlement?

The Court did not decide in favor of Indirect Purchaser Plaintiffs or Smithfield. Indirect Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Smithfield believes the Indirect Purchaser Plaintiffs may not have succeeded at class certification or won at a trial. But litigation involves risks to both sides, and therefore Indirect Purchaser Plaintiffs and Smithfield have agreed to the Settlement. The Settlement requires Smithfield to pay money, as well as agree to certain injunctive relief and provide specified cooperation in the Indirect Purchaser Plaintiffs' continued prosecution of the litigation. Indirect Purchaser Plaintiffs and their attorneys believe the Settlement is in the best interests of all Settlement Class Members.

4. What if I received previous communications regarding this lawsuit?

A previous notice was issued to the Indirect Purchaser Settlement Class Members regarding the JBS settlement. You are permitted to participate in this Settlement with Smithfield regardless of whether you excluded yourself from the JBS settlement.

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a plaintiff in an individual (or “direct action”) lawsuit against Defendants. These communications were not approved by the Court and did not come from Court-appointed Co-Lead Counsel. You should carefully review this notice and your rights as a potential member of the Settlement Class before deciding whether to opt out or stay in the Settlement Class.

Who is in the Settlement Class?

5. Am I part of the Settlement Class?

The Court decided that, for settlement purposes, members of the Settlement Class are generally defined as:

All persons and entities who indirectly purchased Pork from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates, for personal use in the United States from January 1, 2009, until April 2, 2021.

All Settlement Class Members are members of the nationwide class. Only Settlement Class Members in the following jurisdictions are eligible to recover money from the settlement funds: Arizona, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Rhode Island, South Carolina, Tennessee, Utah, Virginia, and West Virginia. These states allow for standing of indirect purchasers, the class alleged here. If you satisfy these criteria, then you are a member of the Settlement Class, subject to the exception listed in the answer to Question 6 below.

While this Settlement is only with Smithfield, the Settlement Class includes persons who purchased Pork products (as defined in the Settlement Agreement) from *any* of the Defendants or their co-conspirators. If you are a member of the Settlement Class and do not exclude yourself, you may be eligible to participate in (or exclude yourself from) any additional settlements which may arise with any other Defendants in the case.

6. Are there exceptions to being included?

Yes. Specifically excluded from the Settlement Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

If you are in one of these categories, you are not a member of the Settlement Class and not eligible to participate in the Settlement.

7. I’m still not sure if I’m included.

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreement, available for download at www.overchargedforpork.com.

The Benefits of the Settlement Agreement with Smithfield

8. What does the Settlement with Smithfield provide?

If the Settlement is approved, Smithfield will pay \$75,000,000 to resolve all Settlement Class Members’ claims against Smithfield for the Released Claims (as defined in the Settlement Agreement). In addition to this monetary benefit, Smithfield has also agreed to certain injunctive relief and to provide specified cooperation in the Indirect Purchaser Plaintiffs’ continued prosecution of the litigation.

9. What are the Settlement benefits being used for?

No money will be distributed yet. Co-Lead Counsel will continue to pursue the lawsuit against the other Defendants. Co-Lead Counsel may request that the Court award attorneys' fees and permit the reimbursement of certain litigation costs and expenses. If such request is made, it will be filed at least fourteen days before the objection deadline and posted on the website www.overchargedforpork.com at that time. Co-Lead Counsel believes that the total amount of attorneys' fees sought will be no more than 33.3% of the Settlement Fund or \$25,000,000.00, and the total amount of costs sought will be no more than \$5.2 million. Class Counsel will request service awards of up to \$2,000 on behalf of each Class Representative. All Settlement funds that remain after payment of the Court-ordered attorneys' fees, costs, service awards, and expenses will be distributed on a pro rata basis at the conclusion of the lawsuit or as ordered by the Court.

10. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Smithfield that pertains to the Released Claims (as defined in the Settlement Agreement). It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at www.overchargedforpork.com.

You are not releasing your claims against any Defendant other than Smithfield by staying in the Settlement Class.

11. How can I get a payment from the Settlement?

To receive money, you must submit a valid Claim Form **before June 30, 2023**. You have the option to submit a Claim Form online or by mail. Both options are available at www.overchargedforpork.com. You must submit your Claim Form online or by mail. **If you previously submitted a Claim Form in response to the JBS settlement notice, then you do not need to submit another Claim Form as you will be automatically eligible to receive a payment from the Smithfield Settlement.**

12. How much money can I get?

At this time, it is unknown how much each Settlement Class Member that submits a valid claim will receive. Payments will be based on a number of factors, including the number of valid claims filed by all members of the Settlement Class. No money will be distributed yet. Co-Lead Counsel will continue to pursue the lawsuit against the other Defendants.

13. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and participate in this Settlement. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by Indirect Purchaser Plaintiffs.

How you get a payment

14. How can I file a Claim to get a payment from the Settlements?

To be eligible to receive a payment from any of the Settlements, you must complete and submit a timely Claim Form by June 30, 2023. If additional settlements are reached, this deadline may be extended. Any extensions will be posted on the website, www.overchargedforpork.com. If you submit a timely claim, you will automatically participate in any funds received in future settlements unless you opt out of those future settlements. Submit your claim form online at www.overchargedforpork.com by June 30, 2023. Or fill out the Claim Form and mail it to the address below, postmarked no later than June 30, 2023:

Pork Consumer Litigation

c/o A.B. Data, Ltd.
P.O. Box 173137
Milwaukee, WI 53217

If you do not submit a valid Claim Form by the deadline, you will not receive a payment from any of the Settlements, but you will be bound by the Court's judgment in these actions

15. When will I get payment from the Settlements?

Payments from the Settlements will not be distributed until the Court grants final approval of the Settlements and any objections or appeals are resolved. It is uncertain whether and when any appeals will be resolved. In addition, Class Counsel may request to delay distribution of Settlement funds if future settlements with additional defendants are reached. Settlement updates will be provided on the Settlement website at www.overchargedforpork.com or may be obtained by contacting the Claims Administrator.

Excluding Yourself from the Settlement

16. How do I exclude myself from the Settlement with Smithfield?

If you do not want the benefits offered by the Settlement and you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Smithfield, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class (an "Exclusion Request"). Your Exclusion Request must include the following: (a) your name and address; (b) a statement that you want to be excluded from the Smithfield Settlement Class in *In re Pork Antitrust Litigation (Indirect Purchaser Actions)*; and (c) your signature. You must mail your Exclusion Request, and it must be postmarked or received by [REDACTED], 2022, to: Pork Indirect Purchaser Litigation, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217.

17. If I don't exclude myself, can I sue Smithfield for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Smithfield for the same claims that the Settlement resolves. If you have a pending lawsuit against Smithfield, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from this Settlement Class to continue your own lawsuit against Smithfield.

By staying in the lawsuit, you are not releasing your claims in this case against any Defendant other than Smithfield.

Objecting to the Settlement

18. How do I tell the Court that I don't like the Settlement?

If you are a member of the Settlement Class and have not excluded yourself from the Settlement, you can object to the Settlement if you don't like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement with Smithfield in *In re Pork Antitrust Litigation (Indirect Purchaser Actions)* and the reasons why you object to the Settlement. Be sure to include your full name, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to the Settlement Administrator, Co-Lead Counsel, and counsel for Smithfield at the addresses listed below. Your objection must be postmarked no later than [REDACTED], 2022.

Settlement Administrator:

Indirect Purchaser Plaintiffs'
Co-Lead Counsel:

Counsel for Smithfield:

Pork Indirect Purchaser Litigation
ATTN: OBJECTIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

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19. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no standing to object because the Settlement no longer affects you.

The Lawyers Representing You

20. Do I have a lawyer in this case?

The Court has appointed Hagens Berman Sobol Shapiro LLP and Gustafson Gluek PLLC as Co-Lead Counsel for the Settlement Class. If you wish to remain a member of the Settlement Class, you do not need to hire your own lawyer because Co-Lead Counsel is working on your behalf. If you wish to pursue your own case separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You will need to hire your own lawyer if you wish to pursue your own lawsuit against Smithfield.

21. How will the lawyers be paid?

At the Fairness Hearing, or at a later date, Co-Lead Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 33.3% of the Settlement Funds or \$25,000,000.00, and may ask to be reimbursed for certain expenses already incurred on behalf of the Settlement Class in an amount not to exceed \$5.2 million. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund. Co-Lead Counsel may seek additional attorneys' fees, costs, and expenses from any other settlements or recoveries obtained in the future. When Co-Lead Counsel's motion for fees, costs, and expenses is filed, it will be available at www.overchargedforpork.com. The motion will be posted on the website at least 14 days before the deadline for objecting, commenting on, or excluding yourself from the Settlement. You will have an opportunity to comment on this request.

The Court's Fairness Hearing

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on [REDACTED], 2022, at the United States District Court for the District of Minnesota, Courtroom 15, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the Fairness Hearing may Questions? Call the Settlement Administrator toll-free at 1-877-777-9594 or visit www.overchargedforpork.com.

take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Settlement Class. Updates will be posted to the Settlement website regarding the time of the Fairness Hearing and any changes to the hearing date or conduct of the Fairness Hearing.

23. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

24. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Pork Antitrust Litigation (Indirect Purchaser Actions)*." Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [REDACTED], 2022, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and counsel for Smithfield. The address for the Clerk of the Court is: 300 South Fourth Street, Courtroom 15, Minneapolis, MN 55415. The addresses for Co-Lead Counsel and counsel for Smithfield are provided in Question 16. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

Getting More Information

25. How do I get more information about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting www.overchargedforpork.com. You may contact the Settlement Administrator at info@overchargedforpork.com or toll-free at 1-877-777-9594.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.